



**IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA**

PATRICIA O'FARRELL, Personal Representative
of the ESTATE OF SAMUEL JOSEPH DASH, Deceased,)

Plaintiff,)

vs.)

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a foreign insurance
company,)

Defendant.)

CJ-2012 05510
Case No. _____

Rebecca Brett Nightingale DISTRICT COURT
FILED

OCT 18 2012

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

PETITION FOR DECLARATORY JUDGMENT

COMES NOW the Plaintiff, Patricia O'Farrell, Personal Representative of the Estate of Samuel Joseph Dash, Deceased and by and through her attorney, Greg A. Farrar of Farrar & Farrar, P.C., and pursuant to 12 O.S. § 1651, seeks Declaratory Judgment in this Court whereupon she requests a determination of her rights under a particular insurance contract as more specifically set forth below.

PARTIES, VENUE AND JURISDICTION

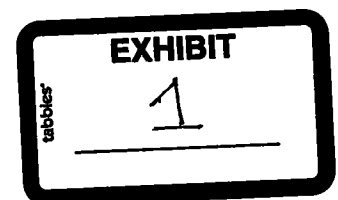
1. That Patricia O'Farrell was appointed as the duly qualified Personal Representative for the Estate of Samuel Joseph Dash, Deceased on May 22, 2012 in Tulsa County District Court, State of Oklahoma, Case No. PB-2012-322.

2. That State Farm Mutual Automobile Insurance Company is a foreign corporation conducting business in the State of Oklahoma.

3. That Samuel Joseph Dash, Decedent at all times material hereto, was a resident of Tulsa County, Oklahoma.

SALLY HOWE SMITH
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4. That an actual controversy exists between the parties hereto and a declaratory judgment setting forth their rights and obligations under the subject insurance policy is requested.

5. That at the time of the accident herein, Samuel Joseph Dash had a contractual and/or statutory relationship with the Defendant, State Farm Mutual Automobile Insurance Company and as such, has standing to bring this action.

6. That pursuant to 12 O.S. § 1051, *et seq.*, the cause of action survives the death of Samuel Joseph Dash and is properly brought by his Personal Representative, Patricia O'Farrell.

7. That all acts or omissions complained of herein occurred in Tulsa County, State of Oklahoma.

8. That this Court has jurisdiction and venue.

9. That the amount in controversy is in excess of Seventy Five Thousand Dollars and 00/100 (\$75,000.00).

FACTS

10. That on March 25, 2012, Samuel Joseph Dash was killed in an automobile accident in Tulsa County, Oklahoma.

11. That the accident was caused by the joint, combined and/or concurrent negligence of the driver, Brian Christopher Cripps and/or the negligent entrustment by the owner of the vehicle, Justin D. Gibson, each of whom are residents of the State of Oklahoma.

12. That at all times material hereto, the vehicle occupied by Decedent was covered by an insurance policy issued by State Farm Mutual Automobile Insurance Company, Policy No. 43-116F-371, issued to Lou Curtis and/or Betsy (Elizabeth) Calloway which provided uninsured/underinsured motorist coverage in the amount of One Hundred Thousand Dollars and

00/100 (\$100,000.00).

13. That the vehicle involved in this accident was transferred from the Calloways to their grandson, Justin D. Gibson, prior to the date of the accident herein.

14. That State Farm Mutual Automobile Insurance Company has tendered its liability limits to Patricia O'Farrell as the Personal Representative of the Estate of Samuel Joseph Dash, Deceased.

15. That USAA, the liability insurance carrier for Brian Cripps, has tendered its liability limits to Patricia O'Farrell as the Personal Representative of the Estate of Samuel Joseph Dash, Deceased.

16. That the combined total of all liability limits tendered herein is insufficient to provide full compensation to the estate for damages and as such, the negligent driver of the vehicle, Brian Cripps is an underinsured motorist.

17. That Patricia O'Farrell, as the Personal Representative of the Estate of Samuel Joseph Dash, Deceased has made demand to State Farm Mutual Automobile Insurance Company for underinsured motorist benefits under the above-referenced policy in the amount of One Hundred Thousand Dollars and 00/100 (\$100,000.00).

18. That State Farm Mutual Automobile Insurance Company has denied Plaintiff's claim for underinsured motorist benefits alleging the terms of the policy and Texas law.

19. That the denial by State Farm Mutual Automobile Insurance Company is contrary to Oklahoma law and public policy.

REQUEST FOR RELIEF

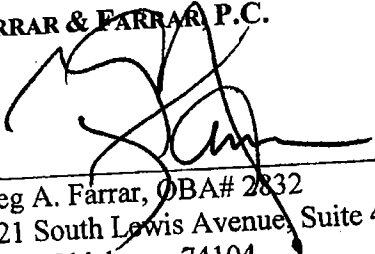
Plaintiff requests this Court declare the rights and obligations of the Estate under the captioned policy and determine that Oklahoma law governs this loss, as opposed to laws from the State of Texas, that the Estate is entitled to uninsured/underinsured motorist benefits under the above-referenced policy.

WHEREFORE, premises considered, Plaintiff requests an Order as set forth above, that she be awarded her costs herein, interest as allowed by law and such additional relief as the Court deems just and proper.

Dated this 15th day of October, 2012.

Respectfully submitted,

FARRAR & FARRAR, P.C.



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*Attorneys for Plaintiff, Patricia O'Farrell as the
Personal Representative of the Estate of Samuel
Joseph Dash, Deceased*

**JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED**